UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

| STAR REEFERS POOL INC., | |
|---|--------------------|
| Plaintiff, | |
| -against- | CASE NO. |
| A Cargo of NINETY-SIX (96) REEFER CONTAINERS, their equipment, appurtenances, etc., in rem, and KALISTAD LIMITED, JFC GROUP CO. LTD., WHILM MANAGEMENT LIMITED and BONANZA FRUIT CO. S.A. CORPBONANZA, in personam, | VERIFIED COMPLAINT |
| Defendants. | , |

Plaintiff, Star Reefers Pool Inc. ("Star Reefers"), by its undersigned attorneys, complaining of the defendants, a Cargo of Ninety-Six (96) Reefer Containers as described on Schedule A attached hereto ("Cargo"), in rem, and Kalistad Limited ("Kalistad"), JFC Group Co. Ltd. ("JFC Group"), Whilm Management Limited ("Whilm"), and Bonanza Fruit Co. S.A. CORPBONANZA ("Bonanza"), in personam, alleges upon information and belief as follows:

PARTIES

- 1. At all relevant times, plaintiff Star Reefers was and now is a corporation duly organized and existing under the laws of a foreign country, with an office and principal place of business at Ugland House, South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands.
- 2. At all relevant times, Star Reefers owned and operated the M/V Avelona Star, the M/V Almeda Star, the M/V Cape Town Star (collectively, "the Vessels") among

various ports of the world in the ocean carriage of goods by water for hire, including the port of New Bedford, Massachusetts and elsewhere in the United States.

- 3. At all relevant times, defendant Cargo was and now consists of a cargo of ninety-six (96) reefer containers as described in Schedule A attached hereto, which upon information and belief are owned, operated, leased or otherwise belong to defendants Kalistad, JFC Group and/or Whilm, and which are located within this district and the jurisdiction of this Honorable Court at Maritime Terminal, Inc., New Bedford, Massachusetts.
- 4. At all relevant times, defendant Kalistad was a foreign business entity with an office and place of business at Verenikis 2, Egkomi P.C. 2413, Nicosia, Cyprus, and/or at Maximos Plaza, Tower 3, Office 3101, Maximos Michaelides Street, 6, 3106, Limassol, Cyprus; was a wholly-owned subsidiary of JFC Group; was authorized to do business in the State of New York; and was a time charterer of the Vessels.
- 5. At all relevant times, defendant JFC Group was a foreign business entity with an office and place of business at Sofiyskaja Str. 60 Lit. D, 192241, St. Petersburg, Russia, and at 18A, Petrogradskaya embankment, City business-centre, 197046, St. Petersburg, Russia; and was a wholly-owned subsidiary of JFC Group Holding (BVI) Ltd.
- 6. At all relevant times, defendant Whilm was a foreign business entity with an office and place of business at Trident Chambers, P.O. Box 146, Road Town, British Virgin Islands; was a wholly-owned subsidiary of JFC Group; and was authorized to do business in the State of New York.
- 7. At all relevant times, defendant Bonanza was a foreign business entity with an office and place of business at Cdia. Kennedy Norte Av. Francisco de Orellana, Guayaquil, Ecuador, and at 18A, Petrogradskaya embankment, City business-centre, 197046, St.

Petersburg, Russia; was a wholly-owned subsidiary of JFC Group; and was a shipper of the Cargo on the M/V Avelona Star ("the Vessel").

- 8. By charter party dated April 4, 2008, on an amended Baltime 1939 form, Star Reefers, as owner, chartered the M/V Avelona Star and the M/V Almeda Star to Kalistad for a period of 36 months, plus or minus 30 days in charterer's option.
- 9. By charter party dated July 15, 2008, on an amended Baltime 1939 form, Star Reefers, as owner, chartered the M/V Cape Town Star to Kalistad for a period of 36 months, plus or minus 30 days in charterer's option.
- 10. At all relevant times, defendant JFC Group was a parent company of Kalistad and guaranteed "in every way" Kalistad's "due performance" of the above-described charters of the Vessels ("the Charters"), including but not limited to the payment of charter hire.
- 11. At all relevant times, JFC was a parent company of defendants Whilm and Bonanza.
- 12. At all relevant times, Kalistad and/or Whilm owned and/or leased the Cargo.
- 13. At all relevant times, Whilm leased, sold or transferred its interest in all or part of the Cargo to Kalistad, upon information and belief.

JURISDICTION AND VENUE

14. This is a case of admiralty and maritime jurisdiction pursuant to 28 U.S.C. §1333, and is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, in that it involves claims for breach of a maritime contract

for the charter of a vessel and for breach of contract or bailment for the ocean carriage of cargo from a foreign port to a port in the United States.

- 15. This Court also has supplemental jurisdiction, pursuant to 28 U.S.C. § 1367, over all other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.
- 16. Venue is proper in this district pursuant to 28 U.S.C. § 1391 in that the Cargo which is the subject of this action is located within this district.

FIRST CAUSE OF ACTION: BREACH OF CHARTER – MARITIME LIEN

- 17. Pursuant to the Charters, Star Reefers delivered the Vessels to Kalistad and JFC Group on or about November 29, 2008 and December 1, 2008.
- 18. Kalistad operated the Vessels under the Charters and paid hire to Star Reefers during the period of the Charter until about July 2010.
- 19. During this period, Kalistad, on its own and through Whilm and Bonanza, loaded reefer containers on board the Vessels for ocean carriage between Ecuador and various ports of the world, including the United States.
- 20. On July 30, 2010, August 12, 2010, and August 27, 2010, Star Reefers issued its hire invoices to Kalistad for the M/V Avelona Star, each in the sum of \$283,924.58, for a total sum of \$851,773.74, but Kalistad failed to pay the invoices.
- 21. On June 2, 2009, and August 27, 2010, Star Reefers issued its hire invoices to Kalistad for the M/V Almeda Star, each in the sum of \$283,924.58, for a total sum of \$567,849.16, but Kalistad failed to pay the invoices.

- 22. On September 1, 2010, Star Reefers issued its hire invoice to Kalistad for the M/V Cape Town Star in the sum of \$258,055.50, but Kalistad failed to pay the invoice. After credits were applied to the invoice, Kalistad owes the amount of \$218,666.19.
- 23. The above invoices remain unpaid, although payment has been duly demanded.
- 24. Kalistad also wrongly deducted from hire payments for the M/V Avelona Star the sums of \$10,805.66 and the amount of \$767.85, for a total sum of \$11,573.51, which remains due and owing.
- 25. Kalistad also wrongly deducted from hire payments for the M/V Almeda Star the sums of \$8,056.85 and the amount of \$518.21, for a total sum of \$8,575.06, which remains due and owing.
- 26. On or about June 23-24, 2010, Kalistad, Whilm and Bonanza loaded the Cargo on the M/V Avelona Star ("the Vessel") at ports in Ecuador and carried the Cargo to the port of Evyap, Turkey under certain bills of lading, the Vessel arrived at that port and as instructed by Kalistad, Whilm and Bonanza, discharged the Cargo there on or about July 15-16, 2010.
- 27. On July 21, 2010, Kalistad, through Bonanza, instructed the Vessel to return to the port of Evyap, to load the Cargo there, and to transport the Cargo to Ecuador.
- 28. On July 29, 2010, at the direction of Kalistad and Bonanza, the Vessel called at the port of Tripoli, Libya, and the Vessel was arrested there. The Vessel remained under arrest at Libya until on or about October 20, 2010.
- 29. On September 15, 2010, at 08:49 hours, while the Vessel remained under arrest at Libya, Kalistad sent an email to Star Reefers purporting to redeliver the Avelona Star to

Star Reefers and to terminate the Charters, effective that same day, even though the earliest redelivery date under the Charters was approximately November 2011 and even though the Charters provide in clause 7 ("Re-delivery") that "Charterers shall give the Owners not less than ten days' approximate and 7, 3 and 1 day(s) definite notice at which port and on about which day the Vessel will be re-delivered." Kalistad has failed to pay hire under the Charters since then, and the unpaid charter hire due for the balance of the charter period after 15 September 2010 for the Vessels, as nearly as can be determined, is estimated to exceed the sum of \$13,000,000.

- 30. Despite due request by Star Reefers, Kalistad, Whilm and Bonanza wrongfully failed to remove the Cargo, to pay the charter hire due, or to cooperate in arranging for proper and safe discharge of the Cargo at the port of Libya or the port of Agadir, Morocco, where the Vessel planned to load her next cargo following the wrongful termination by Kalistad, all in breach of their obligations under the charter and bailment.
- 31. Consequently, Star Reefers was required to transport, handle, care for and store the Cargo that defendants abandoned on the Vessel during transit to and calls at the ports of Tripoli, Libya, Agadir, Morocco, and Casablanca, Morocco, and notified Kalistad, Whilm and Bonanza by email on or about October 27, 2010, that they should arrange to remove and take possession of the abandoned Cargo at the next port of discharge, New Bedford, Massachusetts, and to pay the amount of hire, demurrage, storage, handling and other charges for the transportation and handling of the Cargo that such defendants had wrongfully left on board the Vessel.
- 32. Star Reefers sent its invoice for such charges to Kalistad, Whilm and Bonanza dated 11 November 2010 in the sum of \$403,056, which sum included but was not limited to, the discharge costs and the first month of storage (November 15, 2010 December

- 15, 2010) at New Bedford. Despite due demand for payment, Kalistad, Whilm and Bonanza have failed to pay the invoice to date.
- 33. On or about November 10-15, 2010, Star Reefers discharged the Cargo at the port of New Bedford, Massachusetts, to the custody of Maritime Terminal, Inc., 276 Macarthur Drive, New Bedford, Massachusetts 02740, acting on behalf of Star Reefers, to store and care for the Cargo pending payment of the invoices and hire to Star Reefers. To date, Star Reefers has incurred charges from Maritime Terminal, Inc. in the additional sum of \$5,760 per month, or a total of \$11,520 for December 15, 2010 February 14, 2011, for storage and care of the Cargo.
- 34. Additionally, Star Reefers incurred charges in the sum of \$3,840 at the port of Agadir to shift and restow the Cargo to allow cargo operations on board the Vessel, and incurred costs at Turkey for transit fees of \$45,535 and port costs at Tripoli of \$38,450.
- 35. The Charters provide in Clause 17 as follows: "The Owners shall have a lien upon all cargoes and sub-freights belonging to the Time-Charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers shall have a lien on the Vessel for all moneys paid in advance and not earned."
- 36. Star Reefers has a maritime lien against the Cargo for the losses caused by defendants' breach of the Charter, including but not limited to loss of hire, extra costs for holding, transporting, caring for, discharging and storing the Cargo, interest, costs and attorneys' fees.
- 37. The Cargo constitutes upon information and belief goods and effects belonging to defendants which are subject to maritime arrest and/or attachment pursuant to Rules B and C of the Supplemental Rules for Certain Admiralty and Maritime Claims.

- Open information and belief Kalistad and Whilm had actual or constructive notice of the lien on the Cargo, the Charter lien provision, and the rights of Star Reefers under the Charters, prior to reloading of the containers at Evyap and prior to the Vessel's departure from Libya and from Agadir, Morocco on or about October 28, 2010, bound for New Bedford, Massachusetts. Upon information and belief Whilm, its director and its agents, including but not limited to Bonanza, knew that Kalistad and JFC had breached the charter by failing to pay hire on or before the notice by Kalistad on September 15, 2010, while the M/V Avelona Star was under arrest at Libya.
- 39. The Charters provide that all disputes between Star Reefers and Kalistad are to be resolved by arbitration in London in accordance with English law. Upon information and belief plaintiff has commenced an arbitration proceeding against Kalistad and a court proceeding against JFC Group in London in respect to the claims for breach of the Charters and specifically reserves its right to arbitrate and litigate the substantive matters at issue herein in those London proceedings. This action is brought to obtain security in favor of plaintiff for the losses alleged herein and for such additional amounts as will cover plaintiff's anticipated costs in the instant action, as well as interest, all of which are recoverable as part of plaintiff's claims under applicable law.
 - 40. All conditions precedent required of Plaintiff have been performed.
- 41. Plaintiff brings this action on its own behalf and on behalf of all others who may be interested as their interests may ultimately appear.
- 42. Under English law, including Section 63 of the English Arbitration Act of 1996 and the laws of the United Kingdom, recoverable costs including attorneys' fees, arbitrators' fees, disbursements and interest are recoverable. Attorneys' fees, arbitrators'

fees, disbursements and interest are presently estimated to be approximately \$300,000 for the three years which it is expected to take to obtain an arbitration award in favor of Star Reefers.

- 43. There is now due and owing the sum of at least \$2,160,839, plus interest, costs and attorneys' fees.
- 44. Plaintiff has requested that defendants make payment of the outstanding amounts due and claimed in this complaint, but defendants have failed and refused to make payment as required.
- brought) have sustained damages in the sum of approximately \$2,160,839, plus interest, costs and attorneys' fees, as nearly as the same can now be estimated, no part of which has been paid, although payment thereof has been duly demanded. Plaintiff has a maritime lien against the Cargo described herein, in storage at Maritime Terminal, Inc., 276 Macarthur Drive, New Bedford, Massachusetts 02740, and files this complaint to enforce the lien pursuant to Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims. Plaintiff reserves its rights to increase this amount should its losses and damages ultimately be in excess thereof.

SECOND CAUSE OF ACTION: BREACH OF CHARTER - RULE B ATTACHMENT

- 46. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 45 herein with the same force and effect as if set forth at length.
- 47. Upon information and belief, and after investigation, defendant Kalistad cannot be "found" within this District for the purpose of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, but plaintiff is informed that Kalistad has assets within this District comprising, *inter alia*, the Cargo belonging to or for the benefit of Kalistad

in storage at Maritime Terminal, Inc., 276 Macarthur Drive, New Bedford, Massachusetts 02740, and/or such other garnishees who may be served with a copy of the Process of Maritime Attachment and Garnishment issued herein.

- 48. The total amount sought by plaintiff to be attached pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims by plaintiff against Kalistad includes:
 - a. Unpaid hire in the amount of \$1,658,438;
 - Transport, discharge, storage and related costs for Turkey to New Bedford, Massachusetts carriage in the amount of \$502,401;
 - c. Interest on the above sum at the rate of 6% per annum for three years, the estimated time it will take to obtain a final arbitration award, which interest is recoverable in arbitration, estimated to be \$388,951;
 - d. Estimated costs, including legal fees, of London arbitration, which are recoverable, in the amount of \$300,000;

For a total claim of at least \$2,849,790, as nearly as can presently be determined.

THIRD CAUSE OF ACTION: BREACH OF CONTRACT OR BAILMENT

- 49. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 48 herein with the same force and effect as if set forth at length.
- 50. Defendants have failed to compensate plaintiff for the hire or freight pursuant to the contract of carriage and/or bailment for the carriage and storage of the Cargo left

on board the Avelona Star after September 15, 2010, and plaintiff has suffered damages by such non-payment, although payment has been duly demanded.

WHEREFORE, Plaintiff prays that this Honorable Court:

- a. That judgment in the sum of \$2,160,839 be entered in favor of plaintiff and against defendants, together with interest, costs and attorneys' fees;
- b. That process in due form of law according to the practice of this Court may issue against Defendants, citing them to appear and answer the foregoing, failing which a default will be taken against them for the principal amount of the claim of \$2,160,839, plus interest, costs and attorneys' fees;
- c. That the Cargo described herein at Maritime Terminal, Inc., 276

 Macarthur Drive, New Bedford, Massachusetts 02740, be arrested pursuant to Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims and that said Cargo be condemned and sold to satisfy the judgment herein;
- d. That, if Defendants cannot be found within this District pursuant to Supplemental Rule B, that all tangible and intangible property of Defendants up to and including the claim of \$2,160,839 be restrained and attached, including, but not limited to the Cargo being held for the benefit of Defendants in its own name and/or any other garnishee(s) which may subsequently be identified and upon whom a copy of the Process of Maritime Attachment and Garnishment issued herein may be served; and

e. That Plaintiff have such other, further and different relief as this Court may deem just and proper in the premises.

Dated: Boston, Massachusetts January 25, 2011

Respectfully submitted,

Plaintiff STAR REEFERS POOL INC., by its attorneys,

Joseph A. Rogan (BBO #543504)

REGAN & KIELY LLP

88 Black Falcon Avenue, Suite 330

Boston, MA 02210 (617) 723-0901

(617) 723-0977 (fax)

Schedule A

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| is request is in accordance we used by vessel carriers to lis | GESU9391788 NW NN GESU9392870 NM NN | GESU9391750 NM NN | CESU9391359 NW NN GESU9391723 NM NN | GESU9391066 NM NN | GESU9390518 | GESU8390305 | GESU9382059 NM NN | GESU9381480 NM NN | GESU9313232 | GESU9313084 NM NN | GESU9277264 NM NN | CESU8277080 | Container Nos. (CN) Seal Nas. (SN) | 12. Maurks & Nos. (MN) | 7. Port of Discharge NEW BEDFORD, MA | 2. Nationality of Ship BAHAMAS | |
| ith the Paperw tall inward car | 40' EMPTY F | 1 CNTRS 40' EMPTY RESPER CONTAINER | 1 CNTRS 40' ENPTY REEFER CONTAINER 1 CNTRS 40' EMPTY REEFER CONTAINER | 40' EMPTY R | . 40' EMPTY R | 40' EMPTY R | 1 CNTRS 40' EMPTY REEFER CONTAINER | AC EMPTY R | 40' EMPTY R | 40' EMPTY R | 40'EMPTY R | 40' EMPTY R | · | | 8, Date of Depart Port of Loadin | 3816168 | |
| ork Reduct | 47 EMPTY REEFER CONTAINER 1 CUTS 1 CUTS 49 EMPTY REEFER CONTAINER | 1 CNTRS | 1 CUTAS REFER CONTAINER 1 CUTAS REFER CONTAINER | 1 CNTRS | 1 CNTRS | 1 CNTRS | 1' CNTRS | 1 CNTRS | 1 CNTRS | 1 CNTRS EEFER CONTAINER | 1 CNTRS | 1 CATES EEFER CONTAINER | Description of Goods Hazardous Materials (Must Provide UN Code) | No & AD | turo tram | | |
| on Act. We ask for the inform | TAINER TAINER | TAINER | TAINER. | TAINER | TANER | TADER | TAINER | TABLER | TAINER | TAINER | TAINER | TAINER | | | P To =t | 1008 | |
| nation in o | | | | | | | | | | | | | Oness wit. (B. erkg.) | Answer Col. 14 OR Col. 15 | Port of Loading (Zulc) | ₹ | 1 |
| rder to carry o | | | | | • | | | | , | | | | 15. Measurement (per HT%) | OR Cal. 15 | ira from (Zulu) | Page No. Page 3 of 8 | |
| PAPERWORK REDUCTION ACT NOTICE: This request is in accordance with the Paperwork Reduction Act. We ask for the information in order to carry out the Bureau of Customs and Border Protection laws of the United States. This form is used by vessel carriers to list all inward cargo on board and for the clearance of all cargo on board with commercial forms. It is mandatory. The | | | | | | | | | | | | • *** | First Point Face Where Certer Takes Posession of Cargo | 16. | CARGO DECLARATION 19 CFR 4.7, 4.7a, 4.8, 4.83, 4.94, 4.94, 4.84 | U.S. DEPARTMENT OF HOMELAND SECURITY Bureau of Customs and Border Protection INWARD | |
| korder The | | | | | | | | - | | | | | Cargo is Laden Cargo is Laden on Board | 17. | XLARATION 4.31.,4.34, 4.38, 4.84, | ILAND SECURITY Protection IRD | Form Approved CLES No. 1851-0001 |

| 1. Name of Vessel | | 2 Nationally of Ship | a avo va | | | 4. Voyage No. | Page | | Foton Approved OHB No. 1851-0001 |
|---|--|------------------------------------|---------------------------------------|----------------------------------|--|---------------------------|---|--|--|
| AVELONA STAR | | BAHAMAS | 8816168 | | | 1008 | Pege 5 of 8 | Bureau of Customs and Border Protection | Protection |
| 5. Name of Wester 6. Last Foreign Port Before U.S. | Mare U.S. | 7. Port of Discharge | S, Date of Departure from | une from | | S. Time of Departure from | iro irom | INWARD | ABATION |
| CASABLANCA | | MA | | | | Front or London | (Sunz) | 18 CFR 4.7, 4.7s, 4.8, 4.33, 4.34, 4.38, 4.84, 4.85, 4.96, 4.91, 4.83, 4.99 | 1,33,4,34,4,38,4,84, 1,4,83,4,99 |
| 10. | 11. | 12. | | × × | of Parkoner | Answer Col. | 14 OH Col. 15 | íê, | 17. |
| Consigned (CO) Notify address (NF) | No. | Container Nos. (CN) Seal Nos. (SN) | | Descript Hazardo (Mast Pro | Description of Coords Description of Coords Historical Makender (Most Provide UN Coord) | Gross WE St. or kg.) | 16. Monacumentarit (per HTS) | First Port/Place Where Carrier Takes Passession of Cargo | Foreign Port Where Cargo is Laden on Board |
| | | OESU9398175 | 1 CNTRS | 1 CNTRS | TAINER: | | | | |
| | | GESU9389370 NM NN | 40 EMPTY R | 1 CNTRS | TANER | | | | |
| | | GESU9411028 | 1 CNTRS | 1 CNTAS | TANER | | , , | | |
| · · · · · | | GESU9411060 | 40' EMPTY R | 1 CNTRS EEFER CONTAINER | TAINER | •••••• | | | · |
| | • | GESU9411434 NM NN | 40: EMPTY R | 1 CNTRS | TAINER | | • | | |
| | | GESU9411645 NM NN | 40' EMPTY R | 1 CNTHS EFER CONTAINER | TAINER | · | · | | |
| | <u>.</u> . | GESU9411692 NM NN | 1 CNTAS 40' EMPTY REEFER CONTAINER | 1 CNTR | TAINER | | | | |
| | | GESU8411732 NM NN | 1 CNTRS 40° EMPTY REFER CONTAINER | 1 CNIR | TAINER | | | - | |
| | | GESU9411769 NM NN | 1 CNTRS | 1 CNTRS | TANER . | | | | |
| | | GESU9411795 NM NN | 1 CNTRS 40' EMPTY RESERT CONTAINER | 1 CNTRS | TAINER . | | | | |
| | ······································ | GESU9411898 NM NN | · 40° EMPTY R | 1 CNTRS EEFER CONTAINER | 3 MAINER | | | | |
| | | GESU9420009 NM NN | 40 EMPTY R | 1 CNTRS | TAINER | | · · · · · · | | |
| | . | GESU9421160 NM NN | 40' EMPTYR | 1 CIVITAS EEFER CONTAINER | | | | | |
| | | DESU9421601 | 40' EMPTY R | 1 CNTRS | S | | | | |
| PAPERWORK REDUCTION ACT NOTICE: This request is in accordance with the Paperwo | NOTICE: This r | equest is in accordance wi | ith the Paperwo | rk Reduc | rk Reduction Act. We ask for the information in order to carry | nformation in o | nder to carry | out the Bureau of Customs and Border | order Tr |
| Protection laws of the United States. This form is used by vessel carriers to list all inward cargo on board and for the clearance of all cargo on board with commercial roms, it is manually is estimated average burden associated with this confinement information to it is minuted average to individual circumstance. Comments conscribing the accuracy of the invariance of the confinement of the course of Protection and | This form is use with this collect | ion of information is 10 m | all inward car | on boar | i and for the clearance of record keeper depending | on individual | oard with con circumstances fice Branch 1 | intercal forms. It is maintainly. It is comments concerning the accurate washing the accurate to the concerning the security of the concerning the security of the concerning the concerni | acy of |
| Office of Mensoement and Budnet Described Pediation Desired (1651-1001) Wachington | Danamursk Padsı | rian Draham (1651_0001) | Washington 1 | Eusue Ja | | • | | da. | (TRD From 1202 (120/43) |

| 1. Name of Vessel | | | b Maskumality of Strin | In mon | | | A Vincounty A | Days No. | | Form Approved OMB No. 1651-0001 |
|--|---|---|--|--|---|--|---|--|---|---|
| AVELONA STAR | | ÷ | SAHAMAS | 3,460 No. 8816168 | | | 1008 | Page 6 of 8 | U.S. DEPARTMENT OF HOMELAND SECURITY Bureau of Customs and Border Protection INWARD | AND SECURITY Young from |
| 5. Name of Master 6. | S. Last Foreign Port Before U.S. CASABLANCA: | . A. | 7. Port of Discharge NEW BEDFORD, MA | 8. Date of Departure from Post of Loading | ra Irom | | 9. Tane of Departure from Port of Leading (2044) | tare from g (2:4) | CARGO DECLARATION 19 OFFA.7, A.75, 4.8, 4.33, 4.34, 4.36, 4.84, 4.96, 4.86, 4.91, 4.33, 4.39 | LARATION 33, 434, 436, 484 |
| 10. Bripper (Birl) Consignes (CC) Notity address (NF) | (CC) | Bill of Carding No. | 12. Maries & Non. (IMN) Container Nos. (CN) Seel Nos. (BN) | | No. 8. Klari Description Hazzardov (Must Provis | o, of Parchages of Guods • Materials to UN Code) | Asserver Col. 14, Gross WE (lb. or kg.) | 14 OR Cal. 15 15. Measurament (per HTS) | 18. First Port/Flaca Where Center Tales Possession of Cargo | 17. Foreign Port Where Cargo is Laden on Board |
| : | | | GESU9421957 NM NN | 1 CNTRS 40' EMPTY REFER CONTAINER | 1 CNTRS | TAINER | | | | |
| | · . | | GESU9423435 NM NN | 40° EMPTY.RE | 1 CNTRS EFER CONTAINER | TAINER | | | | |
| | | | GESU9426183 | 40' EMPTY RE | 1 CNTR | S VTAINER | | | | |
| | | | 0ESU9431657 NM NN | 40' EMPTY RE | 1 CNTR | S TAINER | | | | • |
| | | | GESU9437090 | 40' ENPTY RE | 1 CNTRS | TAINER | | | | |
| | | | GESU9438986 NM NN | 40' EMPTY RE | 1 CNTRS EFER CONTAINER | TAINER | | | | |
| | | · | GESU9444130 NM NN | 40° EMPTY RE | 1 CNTR | 9 VTAINER | | | | |
| | | | GESU9474005 NM NN | 40' EMPTY RE | 1 CNTRS | TAINER | | | | |
| | | | GESU9474026 NM NN | 1 CNTRS 40' EMPTY REFFER CONTAINER | 1 CNTR | TAINER | | | | |
| | | | GESU8474880 NW NN | 40' EMPTY RE | 1 CNTRS | TAINER | | | | |
| | | | GESUS475824 NM NN | 40' EMPTY REEFER CONTAINER | 1 CNTR | TAINER | | | | |
| | | | GESU9476950 NM NN | 40' EMPTY RE | 1 CNTRS | TAINER | | | | |
| • | | | GESU9476965 NM NN | 40' EMPTY RE | 1 CNTRS | TAINER | | | | |
| | | | GESU9477405 NM NN | 1 CUTRS | 1 CNTRE | TANER | • | | | |
| to. Bisper (Consigned Notity address | a (AS) | Hamily of Assertation of Assertatio | MA Parties & Nos. (ENS) Contains Nos. (ENS) Contains Nos. (CN) Contai | 40° EMPTY RE | NO. 8. Mind of Produges Description of Stoods Hazardoon Maistrooks UN COM 1 CANTRS EFER CONTAINER | TAINER | Allewer Col. 14. Great W. D. or kg) | Measurimed (ber HTS) | 19. CPR 4.7, 4.79, 4.8, 4.59, 4.59, 4.69, | 33.4.34. 4.8t. 4.8t. 1.1. 1.1. 1.1. 1.1. 1.1. 1.1. 1.1. |

| | | | | | | | , | | From Apparent OABNA 1851 1800 |
|--|--|---|---|---|--|--|--|--|--|
| 1. Name of Vessel AVELONA STAR | भ कु | 2. Neforality of Ship BAHAMAS | 3. IMO No. 8816163 | | | 4. Voyage No. 1008 | Page No. Page 7 of 8 | U.S. DEPARTMENT OF HOMELAND SECURITY Bureau of Customs and Border Protection | LAND SECURITY Protection |
| S. Name of Master S. Last Frendign Port Better U.S. CASABLANCA | | 7. Port of Discharge NEW BEDFORD, MA | 8. Date of Departir Port of Leading | n from | | 9. Time of Departure from Port of Leading (Zulu) | tura fram g (Zulu) | CARGO DECLARATION 18 CFR 4.7. 4.78, 4.8, 4.33, 4.34, 4.36, 4.84, 4.86, 4.86, 4.87, 4.88, 4.84 | LARATION 1.33.434,438,444, 1.433.439 |
| 6. Shipper (SH) Consignes (CC) Nelly address (NF) | 11. Bill of Lecting | 12. Marks & Ness. (NAV) Container Noss. (CN) Ceel Nos. (SN) | | 13. No. & Kind of Patkages Description of Goods Hazardois Materials (Must Provide UN Code) | t Parkingen d Parkingen d Parkingen Materials o LIN Code) | Answer Col. 14. Gross W. (b. nrig.) | 14 OR Col. 15 15. Messurament (per HTS) | 15. First Post/Place Withere Captier Taless Possession of Cargo | 17. Foreign Port Vitnere Cargo (s Laden, on Board |
| | Z 0 | GESU9477697 NM NN | 1 CNTRS 40' EMPTY RESTER CONTAINER | 1 CNTRS | AINER | | | | |
| | 2 0 | GESU9491424 NM NN | 40' EMPTY RE | 1 CNTRS EFER CONTAINER | TAINER | , | | | |
| | 20 | GESU9491580 NM NN | 40' EMPTY RE | 1 CATES EFER CONTAINER | AINER | | | | |
| | 2 0 | GESU9491872 NM NN | 1 CNTRS 40' EMPTY RESTER CONTAINER | 1 CNTRS | TAINER | | | | |
| | z 0 | GESU9491954 NM NN | 1 CIVIRS 40' EMPTY REFFER CONTAINER | 1 CIVIRS | CAINER | | | | |
| | z Ø | GESU9492246 NM NN | 1 CVITAS | 1 CANTRO | FAINER | | | | |
| | z 0 | GESU9492400 NM NN | 40' EMPTY RE | 1 CVTR8 | TAINER | | | | |
| | z 0 | GESU9525186 NM NN | 40 EMPTY REGFER CONTAINER | 1 CNTRS | rainer . | | | | |
| | × 0 | GESU9526726 NM NN | 1 CVITES | 1 CNTRS | ANER | | · | | |
| | 2 0 | GESU8527487 NM NN | 40° EMPTY RE | + CNTRS | AINER | , . | | - | |
| | 2 0 | GESU9527722 NM NN | 40' EMPTY RE | 1 CNTRS FER CONTAINER | FAINER | | | | |
| | _ | GESU9527764 NM NN | 40' EMPTY RE | 1 CNTRS SPER CONTAINER | TANER | | | | |
| | 7 0 | | 40' EMPTY REEFER CONTAINER | . 1 CATRS | TAINER | | | | |
| | 2020 | GESU9527804 NM NN | | 1 CNTRS | | | _ | | |
| CASABLANCA Shipper (25) Consignes (CD) Notify address (NF) | Selfer of the self-self-self-self-self-self-self-self- | \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ | Port of Loading 40° EMPTY RE 40° EMPTY RE | No. & Kind of Packages Description of Cocade Hacricola Medicals Description of Cocade Hacricola Medicals Description of Cocade Hacricola Medicals TER CONTAINER 1 CATIRS FER CONTAINER 1 CATIRS | CAINER FAINER FAINER | Answer Col. Answer Col. Grass vie. Grass vie. Grap (a) | 4 OR Col. 15 Lis. Lis. Lis. Quer HTS) | 18 CFR 4.7, 4.7a, 4.8, 4.93, 4.33, 4.34, 4.33 4.25, 4.86, 4.91, 4.82, 4.99 First Postplace Where Carrier Tales Postession of Cingo Car | |

| | | | _ | | | | | |
|-------------------------------------|---|--|--|--|--|---|--|---|
| | 2. Nationally of Ship BAHAMAS | 3. IMO No. 8815158 | | - - - - - - | 4. Voyaga No. 1008 | Page No. | U.S. DEPARTMENT OF HOMELAND SECURITY Bureau of Oustons and Border Protection | ELAND SECURITY r Protection |
| Fernign Port Before U.S. ABLANCA | 7. Per of Discharge NEW BEDFORD, MA | 8. Date of Departs Post of Loading | from | | 9. Time of Departs Port of Loading | are from (Zuku) | CARGO DE(| CARGO DECLARATION 19 CFR 4.7, 4.7s, 4.8. 4.33.4.34, 4.34. 4.84, 4.85, 4.88, 4.51, 4.33.4.59 |
| | 12. Media & Nos. (MN). Conteiner Nos. (CN) Seel Nos. (GN) | | No. & Vind Description Hezzardo (Must Prov | 3. of Pachages n of Groots s Materials de UM Code) | Asswer Col. I 14, Gross VAL (Ib. or ig.) | 4 OR Cal. 15 15. Measuragest (per HT8): | 16. First Port/Place Witche Carrier Takes Possession of Cargo | 17. Foreign Part Where Cargo is Laden on Board |
| | SCZU4974883 NN NN | 40' EMPTY RE | 1 CNIRS | TANER | | | | |
| 74 | | 7 <u>101</u> | | PORT CONSTANTING |)PLE | | | |
| | | Total Contai | her cty F | r Current Port: | 98 | ل | | |
| | • | Total Ca | go ogy T | r Current Port | 98 | | | |
| | · | Totai Cargo | Weight F | r Current Port | 428,352 | | | |
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| | | | سالسبط | - | | | | |
| | STAR STAR S. Last Porein Part Before U.S. CASABLANCA 11. Shipper (Sth) Latin No. No. No. No. No. No. No. No | Port Before U.S. P. P. P. LANCA NA. NA. NA. NA. NA. NA. NA. NA. NA. NA | EAHAMAS EAHAMAS EAHAMAS 11. Bill of Container Macta & Mac, (MN), Leafing Seal Hos. (GN) No. SCZU4974983 NN NN NN NN EAHAMAS RAHAMAS 8. RAHAMAS RAHAMAS RAHAMAS 8. RAHAMAS RAHAMAS | BAHAMAS BAHAMA B | RAHAMAS RAHAMAS RAHAMAS REW BEDFORD, MA 11. Refin of Consistent Nea. (NN). Leding SCZU4974983 NIM NN SCZU4974983 AU EMPTY RE Total Cargo Total Cargo | EAHAMAS BAHAMAS BAHAMAS REPORD, Lando Lando Lando Continue Na. (CO) Inc. Continue Na. (CO) Inc. Continue Na. (CO) Inc. Continue Na. (CO) SCZUA974883 Alf EMPTY REFER CONTAINER TOTAL S FOR PORT CONTAINER TOTAL Cargo Meight For Current Port Total Cargo Meight For Current Port Total Cargo Meight For Current Port Total Cargo Meight For Current Port | 2. Nationally et day BAHAMAS 2. Nationally et day BAHAMAS BENFORD, A Cose of Dispersion AMA 11. MA 11. MA 12. MA MA 13. MA MA 14. MA 15. MA MA 16. MA 16. MA 17. MA MA 18. MA MA MA 18. MA MA MA MA MA MA MA MA MA M | CAMPANAS S. Part Planary S. Date of Disparks from CAMPANAS ST Part Planary S. Date of Disparks from CAMPANAS ST Part Planary S. Date of Disparks from CAMPANAS Date of Date |

VERIFICATION

STATE OF MASSACHUSETTS) : ss.: COUNTY OF SUFFOLK)

JOSEPH A. REGAN, being duly sworn, deposes and says:

That he is a member of the firm of Regan & Kiely, LLP, attorneys for plaintiff
Star Reefers Pool Inc.

That he has read the foregoing Verified Complaint and knows the contents thereof, and that the same is true to the best of his knowledge, information and belief.

That the sources of deponent's information and the grounds for his belief as to all matters are documents and correspondence relating to the matter in suit in possession of said firm.

That the reason this verification is made by deponent and not by plaintiff Star Reefers Pool Inc. is that said plaintiff is a corporation or other business entity, none of whose officers or directors are presently within this District.

Joseph A

Sworn to before me this 25th day of January 2011

Notary Public

JOHN D. BLAISDELL

Notary Public

COMMONWEALTH OF MASSACHUSETTS

My Commission Expires

October 7, 2016